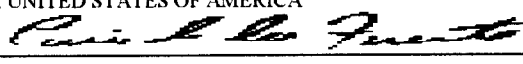


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 20-Jan-2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER SAN DIEGO REGIONAL CONTRACTS DEPARTMENT CODE 240 937 NORTH HARBOR DRIVE SUITE 212 SAN DIEGO, CA 92132-0212		CODE N00244		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AMERICAN SENTINEL PRODUCTS INC 7 NORTH WEST 7TH STREET OKLAHOMA CITY, OK 73102				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00244-98-D-0062			
				X 10B. DATED (SEE ITEM 13) 01-Mar-1998			
CODE 0H9X6		FACILITY CODE 0H9X6					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Unilateral modification pursuant to FAR 52.217-9, "Option to Extend the Term of the Contract."							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is as follows: 1. A. Option Year 2, March 01, 2000 through February 28, 2001, is hereby exercised. B. The total amount for Option Year 2 is \$1,500,000.00. C. The total amount of the contract is increased by \$1,500,000.00, from \$3,000,000.00 to \$4,500,000.00. D. Ordering Period: 01 MAR 2000 through 28 FEB 2001. 2. All other terms and conditions of the contract remain unchanged.							
ORIGINAL							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LUIS DELAFUENTES / CONTRACT SPECIALIST			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 20-Jan-2000	

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1	CONTRACT ID CODE J	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 99 Mar 16		4. REQUISITION/PURCHASE REQ. NO. X00244-9043-3004		5. PROJECT NO. (If applicable)	
6. ISSUED BY Fleet and Industrial Supply Center Regional Contracts Department, Code 2403 937 North Harbor Drive San Diego, CA 92132-0060		CODE N00244		7. ADMINISTERED BY (If other than Item 6)		CODE N00244	
				ORIGINAL			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) American Sentinel Products, Inc. 436 W. 8th Street, Suite D National City, CA 91950		X	9A. AMENDMENT OF SOLICITATION NO.
Dunn: 13010846 (619) 477-1592 FAX (619) 477-1595 CODE: 1H2A7 FACILITY CODE			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0062
			10B. DATED (SEE ITEM 11) 2-25-98

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) ADMINISTRATIVE CHANGES

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, ☐ X is required to sign this document and return one (1) copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:

1. INCREASE THE THRESHOLD FOR ORDERING UNDER THE GOVERNMENTWIDE PURCHASE CARD

FROM: \$ 25,000.00
TO: \$100,000.00

2. CHANGE THE CAGE CODE IN BLOCK 8 OF STANDARD FORM 33

FROM: 0H9X6
TO: 1H2A7

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Gary M. Cooper - Director of Military Operations</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY O'BRIEN	
15B. CONTRACTOR/OFFEROR <i>Gary M. Cooper</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY <i>Mary O'Brien</i> (Signature of Contracting Officer)	
15C. DATE SIGNED <i>3-19-99</i>		16C. DATE SIGNED <i>3/21/99</i>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00003		EFFECTIVE DATE 01 MARCH 1999	4. REQUISITION/PURCHASE REQ. NO. x00244-9043-3004	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER REGIONAL CONTRACTS DEPARTMENT (CODE 2704) 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0600		CODE N00244	5. PROJECT NO. (If applicable) S2404A	
ATTN: B. DAVIS (619) 532-2657				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
AMERICAN SENTINEL PRODUCTS, INC. 436 W. 8TH STREET, SUITE D NATIONAL CITY, CA 91950 (619) 477-1592 CODE OH9X6			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0062	
		10B. DATED (SEE ITEM 11) 25 FEB 1998		
FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) CITED ON INDIVIDUAL DELIVERY ORDERS				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.				
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT AND MUTUAL AGREEMENT OF BOTH PARTIES			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> X is required to sign this document and return 1 copies to the issuing office..				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:				
1. OPTION YEAR ONE FOR THE PERIOD OF PERFORMANCE 01 MARCH 1999 THROUGH 29 FEBRUARY 2000 FOR CLIN 0002 IS HEREBY EXERCISED IN THE ESTIMATED AMOUNT OF \$1,500,000.00.				
2. THE TOTAL AMOUNT OF THE CONTRACT IS INCREASED BY \$1,500,000.00 FROM \$1,500,000.00 TO A NEW ESTIMATED TOTAL OF \$3,000,000.00				
3. <u>ADD</u> : FAR 13.301 "GOVERNMENT COMMERCIAL PURCHASE CARD"				
4. <u>ADD</u> THE FOLLOWING NOTE TO PARAGRAPH 5.2:				
NOTE: FLEET AND INDUSTRIAL SUPPLY CENTER (FISC) AND THEIR CUSTOMERS ARE AUTHORIZED UNDER FAR 13.301 TO UTILIZE THE GOVERNMENTWIDE PURCHASE CARD FOR ORDERS WHICH DO NOT EXCEED \$2,500 AND/OR PAYING FOR PURCHASES TO THE MAXIMUM EXTENT PRACTICABLE. THE PURCHASE CARD PROCEDURES IN ACCORDANCE WITH FAR 13.3 WILL REPLACE THE CUSTOMARY TASK/DELIVERY ORDER PROCEDURES.				
EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
GARY W. COOPER, Director Military UA		MARY O'BRIEN		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
<i>Gary W. Cooper</i> (Signature of person authorized to sign)	2/19/99	BY <i>Mary O'Brien</i> (Signature of Contracting Officer)	2-22-99	

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		CONTRACT ID CODE J	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 12 MAY 98	4. REQUISITION/PURCHASE REQ. NO. X0024471923005	5. PROJECT NO. (If applicable)	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0060 NADINE TAVARES, CODE 2414, (619)532-2576		CODE N00244	7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK 6 CODE N00244		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) AMERICAN SENTINEL PRODUCTS, INC. 436 WEST 8TH STREET, SUITE D NATIONAL CITY, CA 91950			<div style="text-align: right; font-size: 2em; font-weight: bold;">ORIGINAL</div>		
CODE 0H9X6 FACILITY CODE			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0062 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 25 FEB 98		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

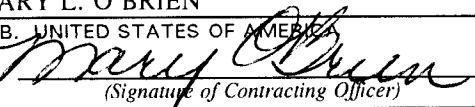
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS AS FOLLOWS:

A. CHANGE THE CONTRACTOR'S ADDRESS TO READ AS SHOWN IN BLOCK 8 ABOVE.

B. EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MARY L. O'BRIEN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 5-15-98
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 98 Apr 27		4. REQUISITION/PURCHASE REQ. NO. X0024471923005	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE N00244		7. ADMINISTERED BY (If other than Item 6) CODE N00244	
Fleet and Industrial Supply Center Regional Contracts Department, Code 2403/B. Davis 937 North Harbor Drive San Diego, CA 92132-0060 (619) 532-2657		ORIGINAL			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) American Sentinel Products, Inc. 7 N.W. 7 th Street Oklahoma City, OK 73102 CEC: 13-111-814D (619) 477-1592 FAX (619) 477-1595 CODE: 0H9X6 FACILITY CODE					
9A. AMENDMENT OF SOLICITATION NO.					
9B. DATED (SEE ITEM 11)					
10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0062		10B. DATED (SEE ITEM 11) 2-25-98			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) ADMINISTRATIVE CHANGES

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, ☐ X is required to sign this document and return one (1) copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THE PURPOSE OF THIS MODIFICATION IS TO CHANGE THE CONTRACT NUMBER ISSUED AT TIME OF AWARD AND IS REVISE PAGES 5, 6 & 10 AND ADD NEW PAGE 10A WITH PARAGRAPH 6.4 .

Block 2 of Standard Form 1449

Delete: N00244-98-D-0027

Add: N00244-98-D-0062

ANY REFERENCE IN THE CONTRACT TO N00244-97-D-0027 IS HEREBY CHANGED TO READ N00244-98-D-0062

DELETE IN THEIR ENTIRETY PAGES 5, 6 & 10 OF CONTRACT

ADD: REVISED PAGES 5, 6, 10 & NEW PAGE 10A

PAGE 12, FAR 52.216-18 ORDERING (OCT 1995)

(a) At the end of the paragraph

Delete: 30 September 1998

ADD: 28 February 1999

ENCLOSURE: PAGE 5,6, 10 & 10A

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brad Larsen Pres. of Corporation		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY O'BRIEN	
15B. CONTRACTOR/OFFEROR Brad Larsen (Signature of person authorized to sign)	15C. DATE SIGNED 5-6-98	16B. UNITED STATES OF AMERICA BY Mary O'Brien (Signature of Contracting Officer)	16C. DATE SIGNED 5-12-98

II. BLOCK 25 OF SF 1449 IS COMPLETED AS FOLLOWS:Statement of Work1. SCOPE

The Fleet and Industrial Supply Center, San Diego (FISC-SD) is seeking to establish an Firm Fixed Price, Indefinite Delivery Type Contract (IDTC) for the commodities specified. The contractor shall provide a wide array of **Federal Supply Class 4700 - Pipe, Tubing, Hose and Fittings** as listed in the contract's item description section, Attachment (1), or on two, 3.5" Disk. All specifications, service, and delivery requirements are defined in this Statement of Work.

1.1 Background - The purpose of this contract is to improve supply system service to our customers while reducing the cost of supply system operations. FISC-SD is seeking to improve the availability, quality and delivery times of commercially available commodities to our customers. At the same time we will be reducing the burden on our warehouse and transportation systems. The ultimate effect is to support our customers more efficiently while saving taxpayer dollars by reducing the supply system infrastructure.

Our intent is to create a commodity contract initially for one customer and then add our other customer sites after the contract is in place and operational. FISC-SD currently has multiple customers and is actively pursuing more. The potential for this contract expanding in volume is highly probable, therefore during the term of this contract and for any subsequent option periods thereof, FISC-SD reserves the right to add ordering activities or to delete ordering activities within the Western region of the United States. Activities added under this contract will not be under the authority of FAR 52.216-21 REQUIREMENTS (OCT 1995).

1.2 Applicable Documents: Attachment (1) -(upon request), Two (2) Diskettes File names 4700.xls & 47siend.xls
Attachment (2) List of Authorized Ordering Officers

2. REQUIREMENTS The contractor will provide and deliver all items ordered from the list of items specified in Attachment (1) by one of the designated FISC Ordering Officers (OO) within the time requirements of this contract. The items are a listing of those historically ordered by FISC-SD and their customers. *Offerors are required to scan the list and place a check mark (yes or no) by each item in their inventory. The diskette shall*

be returned with their offer and will be used in the evaluation criteria. Attachment (1) is not a complete listing of FSC 4700. This contract shall also cover items similar to those listed in Attachment (1) that do not have an NSN assigned, but that obviously fall within the scope of Federal Supply Class (FSC) 4700.

2.1.1 ORDERING HOURS - The contractor will establish hours of operation, that, as a minimum, coincide with those of FISC-SD and its' partner sites. The current FISC-SD core hours of operation are from 07:00 to 4:00, Monday through Friday. The contractor will also provide a means to receive emergent requests from the Ordering Officers after normal hours of operation and on weekends. The alternate means to receive emergent orders can be either a pager number or a FAX number that can be accessed during other than normal business hours.

2.2 ORDER PROCESS AND PACKAGING

2.2.1 ORDERING OFFICERS - The Ordering Officers are responsible for issuing all Delivery Orders (DOs) under this contract. The Ordering Officers will be designated (see attachment (2)) and trained by the Government. Under the scope of this contract, Ordering Officers are permitted to negotiate changes to DOs only, and have no authority to modify any provision of the basic contract. Ordering Officers may enter into mutual, no-cost cancellations of individual DOs under this contract and may reduce the scope of the individual DOs. Any requests for deviation from the terms and conditions of the contract shall be submitted to the Procurement Contracting Officer (PCO) for contractual action. Only the PCO can modify the terms of the contract.

2.2.2 ORDERING PROCESS - Purchases, which are referred to as DOs, will be placed by FISC-SD Ordering Officers and received by the contractor utilizing either Electronic Data Interchange (EDI) or by FAX (at the option of FISC-SD). The exact method of EDI transmission to be utilized is as yet to be determined by FISC-SD, but will be required to be used by the contractor upon system determination.

2.2.3 SHIPMENTS - Each delivery order will be consolidated into a single package, when feasible, and clearly marked with the Delivery Order number. If multiple packages are necessary then each package will be marked with all relevant shipping information to include the Delivery Order number and number of total packages in the shipment. Each package will have a

Delivery Order label that describes the contents and value of the package.

2.2.4 PARTIAL SHIPMENTS AND SUBSTITUTIONS

2.2.4.1 PARTIAL SHIPMENTS - Those shipments that are delivered short of all items ordered, or left in an "open" status pending shipment of the balance, are not permitted. The contractor shall notify the Ordering Officer by phone when the entire quantity ordered cannot be provided. If the Ordering Officer indicates acceptance of a decreased quantity shipment, the contractor is authorized to ship the decreased quantity. The contractor will then line out the original quantity ordered and the corresponding value on the Delivery Order label and notate the new quantity and value before affixing the label to the package. A duplicate Delivery Order label must be annotated with the same information as above and the name of the Ordering Officer with the date of approval of the partial shipment. This label shall be affixed on an Exceptions/Signature form and submitted with the package to Receiving. Under no circumstances will payment for quantities in excess of the quantities stated on any Delivery Order be authorized. Over shipments will be treated in accordance with FAR clause 52.211 - 17 "Delivery of Excess Quantities" - September 1989.

2.2.4.2 SUBSTITUTIONS - The contractor shall notify the Ordering Officer by phone of intent to offer a substitute item. (For purposes of this contract a substitute item is defined as an alternate item that meets or exceeds the form, fit, function, and quality requirements of the original item ordered). If the Ordering Officer indicates acceptance of the substitute item for delivery, the contractor shall line out the original part number, value, and description on the Delivery Order label and notate the substitute information, if different, before affixing the Delivery Order label to the package. Another label with the same information shall be affixed to an Exceptions/Signature form and submitted with the package to Receiving.

2.2.4.2.1 RECEIVING SUBSTITUTIONS - FISC-SD and its Partners/Customers reserve the right to return any substituted items that, after customer receipt, has been determined to be "not acceptable" or has been provided by the contractor without prior approval of the Ordering Officer at no cost to FISC-SD or its partner sites.

3.0 DELIVERY

3.1 NORMAL DELIVERY SCHEDULE - The normal ordering and delivery cycle under this contract is to be five (5) working days. The

contractor shall deliver the items ordered hereunder to the designated receiving area within five working days of the order date. Under no circumstances will the items be delivered after the five day period unless pre-approved by the Ordering Officer. If delivery of the items will exceed the five day period, then the Government reserves the right to purchase the items from another vendor.

3.2 EMERGENT DELIVERY SCHEDULE - Emergent deliveries imply 24 hour delivery from the time the order is placed. When items are needed to fill an urgent Government requirement, the Government reserves the right to purchase the emergent need from another vendor if the contractor cannot meet the required emergent delivery schedule.

3.3 TIME OF DELIVERY - The contractor shall deliver all items under this contract during the normal work day of our partner site(s), between the hours of 0700 and 1600 local time unless another pre-determined schedule has been approved by our partner site. Items whose delivery fall on a weekend or holiday shall be delivered on the following work day. A "delivery window" may be established for each site after contract is awarded if it is determined to be mutually beneficial to the Government and the contractor.

3.3.1 NONCOMPLIANCE OF DELIVERY SCHEDULE - The contractor shall assume full responsibility for any orders that have to be canceled due to noncompliance with the delivery requirements. The contractor will notify the Ordering Officer immediately by phone if unable to meet the delivery schedule.

3.4 PLACE OF DELIVERY (FOB DESTINATION) - The contractor shall transport and deliver all items furnished under this contract expense (FOB destination). Direct delivery to the Ordering Officer is strictly prohibited. The Delivery Orders (DO) will specify the delivery destination/receiving point.

3.5 UNLOADING OF SHIPMENTS - The contractor will coordinate with the Ordering Officer all manpower and equipment needs for the purpose of unloading the shipment. The contractor will place items on a pallet, where feasible, to facilitate off loading.

4.0 CANCELLATION AND MATERIAL RETURNS

4.1 CONTRACTOR CANCELLATIONS - The contractor shall notify the Ordering Officer immediately by phone if he/she is unable to fill an order. The contractor shall affix the DO label to an Exceptions/Signature form (as described in section 2.2.4.1) to be

returned with the next scheduled delivery unless otherwise stipulated by the Ordering Officer.

4.2 ORDERING OFFICER CANCELLATIONS - The Ordering Officer can cancel a DO up to the point when the full order is loaded by the contractor. The contractor will acknowledge the cancellation request by not shipping the order. Additionally, the contractor will affix the canceled DO label to an Exceptions/Signature form (as described in section 2.2.4.1). If the ordered material has already been shipped by the time the Ordering Officer requests a cancellation, then the return process described in section 4.3 will apply.

4.3 RETURNS - The Government may return regularly stocked items for credit (defective or otherwise) up to 15 days after the date of delivery. Accepting returns after the 15 day period will be at the discretion of the contractor, unless there is a latent defect or other reasonable cause.

4.4 RESTOCKING FEE - The contractor may apply a restocking fee to canceled or returned items if the items were ordered incorrectly by the Ordering Officer and the manufacturer requires a restocking fee. The Exception/Signatures form shall be used to communicate this change.

5.0 INVOICE/PAYMENT PROCESS

5.1 INVOICES - The contractor will provide a monthly summary invoice to each Ordering Officer for all shipments made during that period. The Ordering Officers will review and approve the invoice. If a discrepancy exists, the invoice will be resolved at that time.

5.2 PAYMENT - The primary payment method for this contract will be by Government Credit Card. When the DO is placed, a FACSIMILE copy of the SF1149 will be sent to the vendor. The original SF1149 will remain on file at the ordering activity for audit purposes. At the time of shipment the vendor is required to call the Ordering Officer who will issue the card number. The only one authorized to receive a copy of the order is the designated vendor.

FISC-SD reserves the right to invoke an automated invoice system whereby FISC-SD will generate and forward the invoice and payment directly to the contractor. Upon receipt, the contractor will review the invoice for accuracy and immediately notify the Ordering Officer of any discrepancies. The invoice will be deemed correct unless a Notice of Discrepancy is provided to the Ordering Officer within 10 working days after receipt of payment. This system is not currently in place. Payment shall in no way constitute final acceptance.

Alternate vendors can be sought for emergent requirements under \$2,500 that cannot be filled by the contractor within the time requirements needed.

6.0 OTHER CONSIDERATIONS

6.1 CONTRACTOR POINTS OF CONTACT (POC) - The contractor shall give written notice to the Contracting Officer, in advance, of any changes in the contractor's personnel (to include all relevant phone and fax numbers) responsible for providing the following:

- a. Contract coordination (liaison functions) for customer support problems.
- b. Technical assistance (product specifications, functionality, etc.)
- c. Packing and shipping operations

6.2 PLANT ACCESS - The contractor shall, during normal business hours, grant to the Contracting Officer or their authorized representative, plant access to the contractor's facility in which work under this contract is being performed. The Government personnel must have complied with the visit planning and coordination requirements of FAR 42.402 prior to arranging the visit.

6.3 PRICING/DISCOUNT - While the unit price proposed at the time of the award will not be binding throughout the life of the contract, and is only used for evaluation purposes, the unit price quoted (at the time of the issuance of the DO) to the Government shall be as low or lower than those charged to the Contractor's most favored customer for comparable quantities under similar terms and conditions. The price shall be FOB Destination. When the government orders items in quantities that enable the Contractor to receive special manufacturers' discounts, the Contractor shall pass these discounts on to the Government. When the Contractor can obtain an item from more than one source, he agrees to provide the lowest priced available. See III- Contract Terms and Conditions - "Commerciality of Pricing".

6.3.4 PRICE COMPARISON - The government reserves the right to compare the submitted retail price against other vendor pricing. If the contracted retail prices are significantly higher than other vendors, greater than 10%, the Government has the right to utilize another source for those item(s).

6.4 EFFICIENCY REPORTS - The Contractor shall provide the COR monthly summary reports to track the efficiency of the contract. The success measurements needed for the report are: monthly sales

- (1)monthly sales volume
- (2)number of request received
- (3)number of requests filled
- (4)number of requests filled on time
- (5)average number of days to fill orders
- (6)any other relevant metrics determined by the COR.

The reports can be either mailed or faxed on company letter head or e-mailed directly to the COR. The reports shall be received no later than 5 working days after the end of each month.

III. APPLICABLE CONTRACT CLAUSES:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUIRED ORDER NUMBER X0024- J23005		PAGE 1 OF 25		
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30								
2. CONTRACT NO. N00244-98-D-0027		3. AWARD EFFECTIVE DATE 01 MAR 98		4. ORDER NUMBER		5. SOLICITATION NUMBER N00244-98-R-0027		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Barbara Davis			b. TELEPHONE NUMBER (No collect calls) 6195322657		6. SOLICITATION ISSUE DATE 26 Jan 1998	
9. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER 937 NORTH HARBOR DRIVE REGIONAL CONTRACTS DEPARTMENT CODE 240 SAN DIEGO, CA 92132-0212				CODE N00244		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3443 SIZE STANDARD: 500		
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS NET 30		
15. DELIVER TO SEE INDIVIDUAL DELIVERY ORDERS				CODE		16. ADMINISTERED BY SEE BLOCK 9		
17a. CONTRACTOR/OFFEROR AMERICAN SENTINEL PRODUCTS, INC. 7 NW 7TH STREET OKLAHOMA CITY, OK 73102 CEC: 13-111-814D TELEPHONE NO. 888-769-9199				CODE 0H9X6 FACILITY CODE		18a. PAYMENT WILL BE MADE BY SEE INDIVIDUAL DELIVERY ORDERS		
				APPROVED AS TO FORM AND LEGALITY <i>[Signature]</i> 2/18/98				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA SEE INDIVIDUAL DELIVERY ORDERS						26. TOTAL AWARD AMOUNT (For Govt. Use Only) EST \$1,500,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Brad Larsen</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary O'Brien</i>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Brad Larsen (President)		30c. DATED SIGNED 2-23-98		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY O'BRIEN		31c. DATE SIGNED 2-25-98		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		
				42a. RECEIVED BY (Print)				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (Location)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

ORIGINAL

AMENDMENT OF SOLICITATION/		IFICATION OF CONTRACT		1. COM J	CT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 98 JAN 08		4. REQUISITION/PURCHASE REQ. NO. X00244719923005		5. PROJECT NO. (If applicable)
6. ISSUED BY Fleet and Industrial Supply Center Regional Contracts Department, Code 2403/B. Davis 937 North Harbor Drive San Diego, CA 92132-0060		CODE N00244		7. ADMINISTERED BY (If other than Item 6)		CODE N00244
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(✓) X	9A. AMENDMENT OF SOLICITATION NO. N00244-98-R-0027	
CEC:					9B. DATED (SEE ITEM 11) 15 December 1997	
					10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ X is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X ☐ is required to sign this document and return 1 copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to extend the date for receipt of offers.

Block 8 of Standard Form 1449

Delete: 15 Jan 1998

Add: 26 Jan 1998

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brad Larsen (President)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR Brad Larsen (Signature of person authorized to sign)	15C. DATE SIGNED 2-23-98	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FORM FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER X0024 923005		PAGE 1 OF 41	
OFFEROR TO COMPLETE BLOCKS 12, 22, AND 30				5. SOLICITATION NUMBER N00244-98-R-0027		8. SOLICITATION ISSUE DATE 15-Dec-1997	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		6. TELEPHONE NUMBER (No Collect Calls) 619-532-2657	
7. FOR SOLICITATION INFORMATION CALL a. NAME Barbara Davis				b. TELEPHONE NUMBER (No Collect Calls) 619-532-2657		8. OFFER DUE DATE/LOCAL TIME 15-Jan-1998 15:00	
9. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER SAN DIEGO REGIONAL CONTRACTS DEPARTMENT CODE 240 937 NORTH HARBOR DRIVE SUITE 212 SAN DIEGO CA 92132-0212		CODE N0024401		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3443 SIZE STANDARD: 500 EMP		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS Net 30		15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17 a. CONTRACTOR/ CODE OFFEROR OH9X6 American Sentinel Products, Inc. 7 NW 7th St. OKLAHOMA CITY, OK. 405-232-3110		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE		TELEPHONE NO.	
17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE		21. QUANTITY		22. UNIT	
						23. UNIT PRICE 4330-4343.66 4320-283.15 4340-138.48	
						24. AMOUNT 765,299.32	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR Brad Larsen				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Brad Larsen President				30 c. DATE SIGNED 1-21-98		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
31 c. DATE SIGNED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
40. PAID BY				41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			
SIGNATURE AND TITLE OF AUTHORIZING OFFICER				41 c. DATE		42a. RECEIVED BY (Print)	
						42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

I. THE FOLLOWING INFORMATION REPLACES SF 1449, BLOCKS 19 - 24:

For evaluation purposes the Government has selected approximately 10% of the each sub-class (i.e., 4710, 4720 and 4730) of FSC 4700. Complete list on Att.(1)

ITEM NUMBER 0001 - FEDERAL SUPPLY CLASS 4710 - PIPE AND TUBE

BASE YEAR		ESTIMATED	UNIT OF	UNIT	TOTAL
FSC	NIIN	ANU.QTY	ISSUE	PRICE	
4710	01-037-1324	66	EA	\$345.75	\$22,819.50
4710	00-277-6095	120	FT	\$35.00	\$4,200.00
4710	01-415-1086	12	EA	\$456.00	\$5,472.00
4710	00-278-8479	186	LG	\$25.00	\$4,650.00
4710	00-926-4169	100	FT	\$29.00	\$2,900.00
4710	01-144-2671	768	AY	\$10.00	\$7,680.00
4710	00-277-8707	2060	FT	\$3.00	\$6,180.00
4710	01-247-2664	18	AY	\$300.00	\$5,400.00
4710	00-926-4150	200	FT	\$29.00	\$5,800.00
4710	00-604-7942	132	FT	\$27.00	\$3,564.00
4710	00-289-7995	192	FT	\$20.00	\$3,840.00
4710	01-119-4827	2	EA	\$1,600.00	\$3,200.00
4710	00-639-9445	88	LG	\$55.00	\$4,840.00
4710	00-893-8628	262	FT	\$14.30	\$3,746.60
4710	00-829-3036	96	FT	\$33.00	\$3,168.00
4710	00-289-8007	232	FT	\$13.00	\$3,016.00
4710	00-289-8006	334	FT	\$11.00	\$3,674.00
4710	00-277-8708	1328	FT	\$2.80	\$3,718.40
4710	00-604-8027	56	FT	\$58.00	\$3,248.00
4710	00-471-8593	420	FT	\$8.00	\$3,360.00
4710	00-542-2906	546	FT	\$4.50	\$2,457.00
4710	01-363-4159	64	EA	\$6.25	\$400.00
4710	00-542-2914	234	FT	\$8.50	1,989.00\$
4710	01-130-2663	2	EA	\$950.00	\$1,900.00
4710	00-604-7989	50	FT	\$49.00	\$2,450.00
4710	00-877-7539	40	FT	\$58.00	\$2,320.00
4710	00-277-8706	670	FT	\$2.50	\$1,675.00
4710	00-542-2915	240	FT	\$7.50	\$1,800.00
4710	00-926-4143	40	FT	\$43.00	\$1,720.00
4710	00-277-4655	470	FT	\$3.25	\$1,527.50
4710	00-604-8050	20	FT	\$74.00	\$1,480.00
4710	00-893-8627	162	FT	\$8.70	\$1,409.40

ROSE & 0001	TUBING, FLEXIBL E	EST. ANNUAL	UNIT OF	UNIT	TOTAL
FSC	NIIN	QUANTITY	ISSUE	PRICE	
4720	00-166-5892	400	FT	\$125.00	\$50,000.00
4720	00-933-1463	300	FT	\$120.00	\$36,000.00
4720	01-007-1940	200	FT	\$119.00	\$23,800.00
4720	00-166-5888	100	FT	\$222.00	\$22,200.00
4720	01-274-8700	46	EA	\$415.00	\$19,090.00
4720	00-107-7706	200	FT	\$78.00	\$15,600.00
4720	00-289-1409	44	EA	\$295.00	\$12,980.00
4720	00-933-1462	100	FT	\$101.00	\$10,100.00
4720	01-375-7243	322	EA	\$35.00	\$11,270.00
4720	00-833-1868	600	FT	\$10.00	\$6,000.00
4720	01-166-9243	1200	FT	\$4.98	\$5,976.00
4720	01-377-3150	20	EA	\$250.00	\$5,000.00
4720	00-278-4889	12870	FT	\$.35	\$4,504.50
4720	01-385-3819	4	EA	\$900.00	\$3,600.00
4720	00-540-5174	300	FT	\$11.00	\$3,300.00
4720	00-177-1721	500	FT	\$6.96	\$3,480.00
4720	00-187-4279	2066	FT	\$1.40	\$2,892.40
4720	00-916-2940	664	FT	\$4.50	\$2,988.00
4720	01-373-9873	24	EA	\$126.00	\$3,024.00
4720	01-385-3756	4	EA	\$750.00	\$3,000.00
4720	00-574-6558	700	FT	\$4.50	\$3,150.00
4720	00-797-2488	500	FT	\$4.90	\$2,450.00
4720	00-888-6075	1000	FT	\$2.40	\$2,400.00
4720	01-190-0393	300	FT	\$8.00	\$2,400.00
4720	00-815-6354	1150	FT	\$2.08	\$2,392.00
4720	00-624-4060	200	FT	\$11.60	\$2,320.00
4720	01-283-3040	300	FT	\$7.60	\$2,280.00
4720	00-423-1001	400	FT	\$5.40	\$2,160.00
4720	00-967-8997	1450	FT	\$1.50	\$2,175.00
4720	00-420-4495	450	FT	\$4.20	\$1,890.00
4720	01-145-1874	4	EA	\$500.00	\$2,000.00
4720	00-194-8911	350	FT	\$4.50	\$1,575.00
4720	01-122-1639	4	EA	\$475.00	\$1,900.00
4720	00-722-4723	400	FT	\$4.00	\$1,600.00
4720	01-120-4908	2	EA	\$700.00	\$1,400.00
4720	00-585-7293	200	FT	\$7.00	\$1,400.00

FEDERAL SUPPLY CLASS 4730 FITTINGS & SPECIALTIES; HOSE, PIPE & TUBE					
0001	BASE	ESTIMATED	UNIT OF	UNIT	TOTAL
FSC	NIIN	ANU.QTY	ISSUE	PRICE	
4730	00-122-5658	150	EA	\$200.00	\$30,000.00
4730	01-199-5704	50	EA	\$540.00	\$27,000.00
4730	00-834-1857	100	EA	\$200.00	\$20,000.00
4730	01-145-4819	20	EA	\$850.00	\$17,000.00
4730	00-400-6558	314	EA	\$55.00	\$17,270.00
4730	00-082-5995	182	KIT	\$85.00	\$15,470.00
4730	00-851-6264	150	EA	\$100.00	\$15,000.00
4730	00-255-2492	10	EA	\$1,230.00	\$12,300.00
4730	01-170-4001	18	EA	\$740.00	\$13,320.00
4730	00-070-1261	230	EA	\$50.00	\$11,500.00
4730	01-315-2573	136	EA	\$45.00	\$6,120.00
4730	00-034-5024	40	EA	\$250.00	\$10,000.00
4730	01-184-0425	20	EA	\$500.00	\$10,000.00
4730	00-228-1106	360	EA	\$26.00	\$9,360.00
4730	01-123-1520	10	EA	\$820.00	\$8,200.00
4730	01-319-3536	2	EA	\$4,200.00	\$8,400.00
4730	01-020-6753	6	EA	\$1,300.00	\$7,800.00
4730	01-353-2896	10	EA	\$800.00	\$8,000.00
4730	01-144-7579	100	EA	\$75.00	\$7,500.00
4730	00-277-0916	40	EA	\$200.00	\$8,000.00
4730	00-889-2476	446	EA	\$20.00	\$8,920.00
4730	01-268-8562	2	EA	\$2,800.00	\$5,600.00
4730	00-824-0997	40	EA	\$140.00	\$5,600.00
4730	00-289-4240	374	EA	\$16.00	\$5,984.00
4730	01-365-2525	220	EA	\$30.00	\$6,600.00
4730	00-771-9424	160	EA	\$45.00	\$7,200.00
4730	00-542-5194	192	EA	\$30.00	\$5,760.00
4730	00-070-1271	20	KIT	\$250.00	\$5,000.00

ITEM NUMBER 0001 - BASE YEAR - 01 MARCH 1998 - 28 FEB 1999

ITEM NUMBER 0002 - OPTION YEAR ONE - 01 MARCH 1999 - 28 FEB 2000

ITEM NUMBER 0003 - OPTION YEAR TWO - 01 MARCH 2000 - 28 FEB 2001

ITEM NUMBER 0004 - OPTION YEAR THREE - 01 MARCH 2001 - 28 FEB 2002

ITEM NUMBER 0005 - OPTION YEAR FOUR - 01 MARCH 2002 - 28 FEB 2003

II. BLOCK 25 OF SF 1449 IS COMPLETED AS FOLLOWS:**Statement of Work****1. SCOPE**

The Fleet and Industrial Supply Center, San Diego (FISC-SD) is seeking to establish an Firm Fixed Price, Indefinite Delivery Type Contract (IDTC) for the commodities specified. The contractor shall provide a wide array of **Federal Supply Class 4700 - Pipe, Tubing, Hose and Fittings** as listed in the contract's item description section, Attachment (1), or on two, 3.5" Disk. All specifications, service, and delivery requirements are defined in this Statement of Work.

1.1 Background - The purpose of this contract is to improve supply system service to our customers while reducing the cost of supply system operations. FISC-SD is seeking to improve the availability, quality and delivery times of commercially available commodities to our customers. At the same time we will be reducing the burden on our warehouse and transportation systems. The ultimate effect is to support our customers more efficiently while saving taxpayer dollars by reducing the supply system infrastructure.

Our intent is to create a commodity contract initially for one customer and then add our other customer sites after the contract is in place and operational. FISC-SD currently has multiple customers and is actively pursuing more. The potential for this contract expanding in volume is highly probable, therefore during the term of this contract and for any subsequent option periods thereof, FISC-SD reserves the right to add ordering activities or to delete ordering activities within the Western region of the United States.

1.2 Applicable Documents

Attachment (1) - (upon request), Two (2) Diskettes
File names: 4700.xls & 47siend.xls
Attachment (2) - List of Authorized Ordering Officers

(NOTE: Attachments (2) will be provided at time of award)

2. REQUIREMENTS

2.1 The contractor will provide and deliver all items ordered from the list of items specified in Attachment (1) by one of the designated FISC Ordering Officers (OO) within the time requirements of this contract. **The items are a**

listing of those historically

ordered by FISC-SD and their customers. Offerors are required to scan the list and place a check mark (yes or no) by each item in their inventory. The diskette shall be returned with their offer and will be used in the evaluation criteria.

2.1.1 ORDERING HOURS - The contractor will establish hours of operation, that, as a minimum, coincide with those of FISC-SD and its' partner sites. The current FISC-SD core hours of operation are from 07:00 to 4:00, Monday through Friday. The contractor will also provide a means to receive emergent requests from the Ordering Officers after normal hours of operation and on weekends. The alternate means to receive emergent orders can be either a pager number or a FAX number that can be accessed during other than normal business hours.

2.2 ORDER PROCESS AND PACKAGING

2.2.1 ORDERING OFFICERS - The Ordering Officers are responsible for issuing all Delivery Orders (DOs) under this contract. The Ordering Officers will be designated (see attachment (2)) and trained by the Government. Under the scope of this contract, Ordering Officers are permitted to negotiate changes to DOs only, and have no authority to modify any provision of the basic contract. Ordering Officers may enter into mutual, no-cost cancellations of individual DOs under this contract and may reduce the scope of the individual DOs. Any requests for deviation from the terms and conditions of the contract shall be submitted to the Procurement Contracting Officer (PCO) for contractual action. Only the PCO can modify the terms of the contract.

2.2.2 ORDERING PROCESS - Purchases, which are referred to as DOs, will be placed by FISC-SD Ordering Officers and received by the contractor utilizing either Electronic Data Interchange (EDI) or by FAX (at the option of FISC-SD). The exact method of EDI transmission to be utilized is as yet to be determined by FISC-SD, but will be required to be used by the contractor upon system determination.

2.2.3 SHIPMENTS - Each delivery order will be consolidated into a single package, when feasible, and clearly marked with the Delivery Order number. If multiple packages are necessary then each package will be marked with all relevant shipping information to include the Delivery Order number and number of total packages in the shipment. Each package will have a

Delivery Order label that describes the contents and value of the package.

2.2.4 PARTIAL SHIPMENTS AND SUBSTITUTIONS

2.2.4.1 PARTIAL SHIPMENTS - Those shipments that are delivered short of all items ordered, or left in an "open" status pending shipment of the balance, are not permitted. The contractor shall notify the Ordering Officer by phone when the entire quantity ordered cannot be provided. If the Ordering Officer indicates acceptance of a decreased quantity shipment, the contractor is authorized to ship the decreased quantity. The contractor will then line out the original quantity ordered and the corresponding value on the Delivery Order label and notate the new quantity and value before affixing the label to the package. A duplicate Delivery Order label must be annotated with the same information as above and the name of the Ordering Officer with the date of approval of the partial shipment. This label shall be affixed on an Exceptions/Signature form and submitted with the package to Receiving. Under no circumstances will payment for quantities in excess of the quantities stated on any Delivery Order be authorized. Over shipments will be treated in accordance with FAR clause 52.211 - 17 "Delivery of Excess Quantities" - September 1989.

2.2.4.2 SUBSTITUTIONS - The contractor shall notify the Ordering Officer by phone of intent to offer a substitute item. (For purposes of this contract a substitute item is defined as an alternate item that meets or exceeds the form, fit, function, and quality requirements of the original item ordered). If the Ordering Officer indicates acceptance of the substitute item for delivery, the contractor shall line out the original part number, value, and description on the Delivery Order label and notate the substitute information, if different, before affixing the Delivery Order label to the package. Another label with the same information shall be affixed to an Exceptions/Signature form and submitted with the package to Receiving.

2.2.4.2.1 RECEIVING SUBSTITUTIONS - FISC-SD and its Partners/Customers reserve the right to return any substituted items that, after customer receipt, has been determined to be "not acceptable" or has been provided by the contractor without prior approval of the Ordering Officer at no cost to FISC-SD or its partner sites.

3.0 DELIVERY

3.1 NORMAL DELIVERY SCHEDULE - The normal ordering and delivery cycle under this contract is to be five (5) working days. The contractor shall deliver the items ordered hereunder to the

designated receiving area within five working days of the order date. Under no circumstances will the items be delivered after the five day period unless pre-approved by the Ordering Officer. If delivery of the items will exceed the five day period, then the Government reserves the right to purchase the items from another vendor.

3.2 EMERGENT DELIVERY SCHEDULE - Emergent deliveries imply 24 hour delivery from the time the order is placed. When items are needed to fill an urgent Government requirement, the Government reserves the right to purchase the emergent need from another vendor if the contractor cannot meet the required emergent delivery schedule.

3.3 TIME OF DELIVERY - The contractor shall deliver all items under this contract during the normal work day of our partner site(s), between the hours of 0700 and 1600 local time unless another pre-determined schedule has been approved by our partner site. Items whose delivery fall on a weekend or holiday shall be delivered on the following work day. A "delivery window" may be established for each site after contract is awarded if it is determined to be mutually beneficial to the Government and the contractor.

3.3.1 NONCOMPLIANCE OF DELIVERY SCHEDULE - The contractor shall assume full responsibility for any orders that have to be canceled due to noncompliance with the delivery requirements. The contractor will notify the Ordering Officer immediately by phone if unable to meet the delivery schedule.

3.4 PLACE OF DELIVERY (FOB DESTINATION) - The contractor shall transport and deliver all items furnished under this contract expense (FOB destination). Direct delivery to the Ordering Officer is strictly prohibited. The Delivery Orders (DO) will specify the delivery destination/receiving point.

3.5 UNLOADING OF SHIPMENTS - The contractor will coordinate with the Ordering Officer all manpower and equipment needs for the purpose of unloading the shipment. The contractor will place items on a pallet, where feasible, to facilitate off loading.

4.0 CANCELLATION AND MATERIAL RETURNS

4.1 CONTRACTOR CANCELLATIONS - The contractor shall notify the Ordering Officer immediately by phone if he/she is unable to fill an order. The contractor shall affix the DO label to an Exceptions/Signature form (as described in section 2.2.4.1) to be returned with the next scheduled delivery unless otherwise stipulated by the Ordering Officer.

4.2 ORDERING OFFICER CANCELLATIONS - The Ordering Officer can cancel a DO up to the point when the full order is loaded by the contractor. The contractor will acknowledge the cancellation request by not shipping the order. Additionally, the contractor will affix the canceled DO label to an Exceptions/Signature form (as described in section 2.2.4.1). If the ordered material has already been shipped by the time the Ordering Officer requests a cancellation, then the return process described in section 4.3 will apply.

4.3 RETURNS - The Government may return regularly stocked items for credit (defective or otherwise) up to 15 days after the date of delivery. Accepting returns after the 15 day period will be at the discretion of the contractor, unless there is a latent defect or other reasonable cause.

4.4 RESTOCKING FEE - The contractor may apply a restocking fee to canceled or returned items if the items were ordered incorrectly by the Ordering Officer and the manufacturer requires a restocking fee. The Exception/Signatures form shall be used to communicate this change.

5.0 INVOICE/PAYMENT PROCESS

5.1 INVOICES - The contractor will provide a monthly summary invoice to each Ordering Officer for all shipments made during that period. The Ordering Officers will review and approve the invoice. If a discrepancy exists, the invoice will be resolved at that time.

5.2 PAYMENT - The primary payment method for this contract will be by Government Credit Card. When the DO is placed, a FACSIMILE copy of the SF1149 will be sent to the vendor. The original SF1149 will remain on file at the ordering activity for audit purposes. At the time of shipment the vendor is required to call the Ordering Officer who will issue the card number. The only one authorized to receive a copy of the order is the designated vendor.

FISC-SD reserves the right to invoke an automated invoice system whereby FISC-SD will generate and forward the invoice and payment directly to the contractor. Upon receipt, the contractor will review the invoice for accuracy and immediately notify the Ordering Officer of any discrepancies. The invoice will be deemed correct unless a Notice of Discrepancy is provided to the Ordering Officer within 10 working days after receipt of payment. This system is not currently in place. Payment shall in no way constitute final acceptance.

Alternate vendors can be sought for emergent requirements under \$2,500 that cannot be filled by the contractor within the time requirements needed.

6.0 OTHER CONSIDERATIONS

6.1 CONTRACTOR POINTS OF CONTACT (POC) - The contractor shall give written notice to the Contracting Officer, in advance, of any changes in the contractor's personnel (to include all relevant phone and fax numbers) responsible for providing the following:

- a. Contract coordination (liaison functions) for customer support problems.
- b. Technical assistance (product specifications, functionality, etc.)
- c. Packing and shipping operations

6.2 PLANT ACCESS - The contractor shall, during normal business hours, grant to the Contracting Officer or their authorized representative, plant access to the contractor's facility in which work under this contract is being performed. The Government personnel must have complied with the visit planning and coordination requirements of FAR 42.402 prior to arranging the visit.

6.3 PRICING/DISCOUNT - While the unit price proposed at the time of the award will not be binding throughout the life of the contract, and is only used for evaluation purposes, the unit price quoted (at the time of the issuance of the DO) to the Government shall be as low or lower than those charged to the Contractor's most favored customer for comparable quantities under similar terms and conditions. The price shall be FOB Destination. When the government orders items in quantities that enable the Contractor to receive special manufacturers' discounts, the Contractor shall pass these discounts on to the Government. When the Contractor can obtain an item from more than one source, he agrees to provide the lowest priced available. See III- Contract Terms and Conditions - "Commerciality of Pricing".

6.3.4 PRICE COMPARISON - The government reserves the right to compare the submitted retail price against other vendor pricing. If the contracted retail prices are significantly higher than other vendors, greater than 10%, the Government has the right to utilize another source for those item(s).

III. APPLICABLE CONTRACT CLAUSES:

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS. (MAY 1997)

ADDENDUM TO FAR 52.212-4. The following clauses are hereby incorporated by reference or full text as appropriate.

COMMERCIALITY OF PRICING

Individual delivery order prices will be based on parameters (including discounts and markdowns) offered commercial entities with most-favored status for like items and quantities. During the term of the ordering period, the contractor shall maintain a complete record of the pricing parameters for individual delivery orders.

Periodically, upon 5 day notice, the Contracting Officer's Representative will be provided access to the records of pricing parameters for the purpose of confirming commercial pricing. Access will include both the pricing parameters for the individual delivery orders plus any supporting documentation (such as supplier quotes, invoicing of commercial accounts for similar items, etc.).

In the event the periodic reviews establish delivery order pricing exceeding the parameters applied for commercial entities with most-favored status, the Contractor agrees the pricing will be reduced accordingly. Any reduction in pricing will include applicable direct or indirect expenses and profit markup.

Simple interest on the amount of overpricing will be computed from the date of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2).

In the event of disagreements on either the magnitude of the overpricing or the existence of overpricing, the disagreement will be will considered a matter of dispute and will be subject to the provisions of FAR 52.233-1, DISPUTES (OCT 1995).

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUL 1995) -- ALTERNATE I (OCT 1995)

52.211-5 NEW MATERIAL. (MAY 1995)

DESIGNATION OF ORDERING ACTIVITIES

The following Naval activities are hereby authorized to place delivery orders:

Activity: FLEET & INDUSTRIAL SUPPLY CENTER

Mailing Address: 937 NORTH HARBOR DRIVE, SAN DIEGO, CA

The Contracting Officer will issue a letter to the contractor coincident with contract award listing the authorized ordering officer(s) by name. The authorized ordering officer is responsible for issuing and administering any orders placed hereunder. Ordering officers have no authority to modify any provisions of the basic contract. Any deviations from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Terminations of delivery orders for convenience or for default shall be issued only by the PCO.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 30 September 1998.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 DELIVERY ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000.00;

(2) Any order for a combination of items in excess of \$5,000.00; or

(3) A series of orders from the same ordering office within one [3] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one [1] day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the contract.

CAUTION: Although this is a requirements contract per clause 52.216-21, offerors are notified that the estimated contract usage is based upon historical data. The usage is our best indicator of prior volume. The actual dollar amount during performance may vary dramatically upwards or downwards based on ships' movements and repair requirements.

SUP 5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (OCT 1996).

(a) Oral orders may be placed provided the following conditions are complied with:

(1) No oral order will exceed \$100,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and delivery or performance date.

(3) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

**5252.216-9403 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS
(JAN 1992) (NAVSUP)**

Written orders (on Standard Form 1449) will contain the following information consistent with the terms of the contract:

- (a) Date of Order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performance (including consignee).
- (f) Packaging, packing and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection, invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--MAR 1989--
VARIATION**

(a) The Government may extend the term of this contract by written notice to the Contractor within before the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Period of Performance

This contract shall become effective on 01 March 1998 and shall continue in effect during the period ending 28 February 1999.

Period of Performance, Option I

Upon exercise of the option, the period of performance of this contract shall extend from 01 March 1999 to 28 February 2000.

Period of Performance, Option II

Upon exercise of the option, the period of performance of this contract shall extend from 01 March 2000 to 28 February 2001.

Period of Performance, Option III

Upon exercise of the option, the period of performance of this contract shall extend from 01 March 2001 to 28 February 2002.

Period of Performance, Option IV

Upon exercise of the option, the period of performance of this contract shall extend from 01 March 2002 to 28 February 2003.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data,
 - b. Freedom of Information inquiries,
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
 - d. Arranging the post award conference (see FAR 42.503).

Address: Fleet and Industrial Center, Contracts Division
937 N. Harbor Drive, San Diego, CA 92132-0060

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Fleet and Industrial Supply Center, Regional Contracts
Address: Same as above

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: Not Applicable

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: Stated on Individual Delivery Orders
Address:

]

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
- a. Liaison with personnel at the Government installation and the contractor personnel on site;
 - b. Technical advice/recommendations/clarification on the statement of work;
 - c. The statement of work for delivery/task orders placed under this contract;
 - d. An independent government estimate of the effort described in the definitized statement of work
 - e. Quality assurance of services performed and acceptance of the services or deliverables;
 - f. Government furnished property;
 - g. Security requirements on Government installation;
 - h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
 - i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under

such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: TIM PENTALERI
Address: Fleet and Industrial Supply Center
Material Management
937 North Harbor Drive
San Diego, CA 92132
Phone: 619/532-4336

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name:
Address:

Phone:

6. **COMMODITY MANAGER** is assigned by the requiring activity, and is responsible for the following:

- a. Two to four times annually, the Commodity Manager will request the Contracting Officer to obtain access to the Contractor's records. Contractor's pricing parameter records will be reviewed to ensure the Government has been offered pricing consistent with commercial clients with "most favored" status.
- b. A written summary of the results of the review will be provided to the Ordering Officer. In the event the review establishes incidents of overpricing, the Commodity Manager will provide to the Ordering Officer within 5 working days detailed report documentation.
- c. In the event of an overpricing incident, the Commodity Manager will work with the Ordering Officer to obtain a pricing remedy.

Name: TIM PENTALERI
Address: 937 NORTH HARBOR DRIVE, SAN DIEGO, CA

Phone: 629-532-4336

7. **ORDERING OFFICER** is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order.
- d. Authorization for use of overtime.
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The Ordering Officer is further required to review results of Commodity Manager's Overpricing Review Report and in the event of an overpricing incident, initiate remedial action with the Contractor.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to pricing arrangements;
- b. No order shall be placed in excess of "unlimited" without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of "unlimited"

Name: Fleet and Industrial Supply Center
Address: 937 North Harbor Drive
Phone: San Diego, Ca 92132

5252.246-9401 STANDARD COMMERCIAL WARRANTY (OCT 1995) NAVSUP

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

52.247-34 F.O.B. DESTINATION. (NOV 1991)**PLACE OF DELIVERY (F.O.B. DESTINATION)**

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled F.O.B. DESTINATION, FAR 52.247-34, to various FISC and partner sites in the San Diego, CA. area as designated on Individual Orders.

52.222-20 WALSH HEALEY PUBLIC CONTRACTS ACT--DEC 1996**52.211-17 DELIVERY OF EXCESS QUANTITIES--SEPT 1989****52.232.33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT (AUG 1996)****52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (AUG 1996)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));

X (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4));

 (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a) (14)).

 X (6) 52.222-26, Equal Opportunity (E.O. 11246).

 X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

 X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

 X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

 (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

 X (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

 (12) Reserved.

 (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

 (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).

 (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

 (15)(ii) Alternate I of 52.225-21.

 X (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

 (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(This acquisition is being conducted under
 delegation of GSA's exclusive procurement
authority for FIP resources. The specific GSA DPA case number is
).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (FEB 1997)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023 , Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

 X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)

 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

_____ 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).

_____ 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (____ Alternate I) (15 U.S.C. 644).

X 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

X 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).

X 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (____ Alternate I) (15 U.S.C. 644).

_____ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).

X 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582).

X 252.225-7012 Preference for Certain Domestic Commodities.

_____ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

_____ 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

_____ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. (a) (3)).

_____ 252.225-7036 North American Free Trade Agreement Implementation Act.

_____ 252.227-7015 Technical Data-Commercial Items (10 U.S.C. 2320).

_____ 252.225-7036 North American Free Trade Agreement
Implementation Act.

_____ 252.227-7015 Technical Data-Commercial Items (10
U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on
Technical Data (10 U.S.C. 2321).

_____ 252.242-7002 Submission of Commercial Freight Bills
for Audit (31 U.S.C. 3726).

 X 252.247-7024 Notification of Transportation of
Supplies by Sea (10 U.S.C. 2631).

 X 252.249-7001 Notification of Substantial Impact on
Employment (10 U.S.C. 2501 note).

(c) In addition to the clauses listed in paragraph (b) of
the Contract Terms and Conditions Required to Implement Statutes
or Executive Orders-Commercial Items clause of this contract, the
Contractor shall include the terms of the following clause, if
applicable, in subcontracts for commercial items or commercial
components, awarded at any tier under this contract:

252.225.7014, Preference for Domestic Specialty Metals,
Alternate I (10 U.S.C. 2241 note).

(End of Clause)

IV. ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS.

Attachment (1) Item Descriptions - two (2), 3.5" Diskettes in
Microsoft Excel Version 5.0, File Names:4700.xls & 47siend.xls
(By reference)